Keysight Technologies, Inc. GSA Schedule Contract GS07F280AA

Schedule 66
Scientific Equipment and Services

FSC Groups 6625 and 5985

Terms and Conditions

KEYSIGHT TECHNOLOGIES

Contract Period: June 1, 2013 through May 31, 2018

GENERAL SERVICES ADMINISTRATION
FEDERAL ACQUISITION SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE

Test and Measurement Equipment, Unmanned Scientific Vehicles; Laboratory Instruments, Furnishings and LIMS; Geophysical and Environmental Analysis Equipment; and Mechanical, Chemical, Electrical, and Geophysical Testing Services

FSC Group 66, Part II, FSC Classes: 6625 and 5985

Ordering information, terms and conditions, and current pricing available at:

http://www.keysight.com/go/gsa/

and

http://www.gsaadvantage.gov

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www.keysight.com

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1. Definitions

This information pertains to Products and Support and the license of Software by Keysight Technologies, Inc. (Keysight) and its subsidiaries.

a) “Applicable Trade Term” means the term defined in Incoterms 2000, agreed by the parties, and documented in the quotation.

b) “Customer’s Personal Data” means Customer’s personal data or other personal data in Customer’s control, including but not limited to names, telephone numbers and e-mail addresses.

c) "Delivery” means the date when Keysight places the Product(s) at the Customer’s or Customer’s representative’s disposal at the address agreed to by Keysight in accordance with the Applicable Trade Term.

d) "Estimated Volume" is the combined monetary amount of eligible Products and related Support which Customer plans to order from each Exhibit during the term of this Agreement.

e) "Exhibits" means attachments that describe or otherwise apply to the sale or license of Products or Support.

f) "Product(s)" means any hardware sold or Software licensed under this Agreement that are determined by Keysight to be available from Keysight upon receipt of Customer’s order. "Custom Products" means Products manufactured or configured to meet Customer requirements.

g) "Software" means one or more computer programs in object code format, whether stand-alone or bundled with other Products, and related documentation provided to Customer under this Agreement.

h) "Specifications" means specific technical information about Products which is published by Keysight in effect on the date Keysight ships Customer's order.

i) "Support" means any standard service such as hardware maintenance, calibration and repair; Software updates and maintenance; or education and training. "Custom Support" means Support adapted to meet Customer requirements.

1A. Table of Awarded Special Item Numbers (SINs)

SIN	DESCRIPTION
602 1	Microwave/Millimeter Wave Antennas
602 14	Chart Recorders, Data Acquisition And Data Logging Systems
602 17	Laboratory Bench And Rack Power Supplies, Mount Type, Programmable
602 5	Microwave/Millimeter Wave Amplifiers
627 1	Oscilloscopes And Video Signal Monitors And Analyzers
627 10	Component Analyzers And Testers
627 13	Data Communication Equipment Testers And Analyzers
627 14	Light Wave Test Instruments
627 15	Signal Generators
627 17	Audio And Video Signal Generators
627 18	Microwave Signal Generators

SIN	DESCRIPTION
627 2	Signal Analyzers
627 22	Electronic Counters And Frequency Meters
627 23	Voltmeters, Ammeters And Multi-Meters
627 27	Line Power & Signal Power Meters And Line Power Consumption Meters
627 29	Resistance and/or Conductivity Meters And Bridges
627 3	RF Communication Monitors, Testers And Analyzers And Global Positioning System (GPS) Receiver Test Sets
627 30	Reactance And Impedance Meters And Bridges
627 31	Inductance And Capacitance Meters And Bridges
627 33	Modular Instruments, Mainframes
627 6	Electronic Noise Analyzers/Meters
627 7	Network Analyzers
627 9	Digital Logic Generators And Analyzers
627 2000	Equipment Maintenance And Repair
627 2001	Pre-Purchase Calibration Or Calibration Traceability Certificate
627 2002	Post Purchase Calibration Or Calibration Traceability Certificate
627 2003	Extended Warranty
627 2004	Service Agreement
627 2005	Technical Training And Support (TTS)
627 2006	Technical/Application Development Support (TADS)
66 503	Services And Product Support Options To Include Pre-Purchase Calibration, Post-Purchase Calibration, Extended Warranty And Service Agreements

1B. Lowest Price Model Number and Price for Each SIN

Refer to product pages.

1C. Hourly Rates (Services Only)

Refer to product pages.

2. Maximum Order

The maximum order threshold (MO) for this contract is $300,000 for the total order. The M.O. for all special item numbers is $300,000.

A delivery order that exceeds the MO may be placed under the contract in accordance with FAR 8.404. Sales for orders that exceed the MO are reported in accordance with GSAR 552.238-72.

3. Minimum Order

a) There is no minimum order amount. Product orders must reference this Contract, be issued during the applicable Contract Period, and specify delivery within 120 days from order date.

b) Customer will specify Ship to addresses within the geographic coverage and delivery area of this contract.

c) Customer may cancel orders for products prior to shipment at no charge. Customer will pay all charges for returning products to Keysight shipping location if product orders are canceled after shipment.

4. Geographic Coverage

The geographic coverage and delivery area of this contract is the 50 states, the District of Columbia, and Puerto Rico. For other overseas destinations, Keysight will deliver to port of embarkation (FAR 52.247-34).

Overseas activities may place orders directly with Keysight for delivery to OCONUS (outside continental United States) ports or consolidation points which shall be considered the F.O.B. Destination point (FAR 52.247-34) and acceptance points for payment purposes. Overseas shipments shall also be considered accepted for payment purposes when made to F.P.O. and A.P.O. addresses, provided that inspection and acceptance will be at the origin in these overseas shipment situations.

5. Points of Production

United States and Trade Agreements Act (TAA) compliant countries.

6. Discount from List Prices

Price reductions for products listed in this catalog and any supplements will be applied immediately upon the effective date of the reductions.

All products included in contract GS-07F-280AA are listed on Keysight's GSA Product website: http://www.keysight.com/go/gsa . Prices shown are net (discount deducted).

Prices in this contract are based solely on the terms and conditions of this contract.

Plug-ins and accessories combined with the instrument or system as a complete functional unit may be ordered as a single line item.

7. Quantity Discounts

Quantity pricing breaks (when applicable) are applied automatically in Keysight's order processing system.

8. Payment Terms

a) Net 30 days in accordance with Prompt Payment Act (31 U.S.C. 3903). Payment is due thirty (30) days from Keysight's invoice date. Invoices for contractual Support will be issued in advance of the Support period. Keysight may change credit or payment terms at any time should Customer's financial condition or previous payment record so warrant.

b) Keysight may discontinue performance if Customer fails to pay any sum due, or fails to perform under this or any other Keysight agreement if, after ten (10) days written notice, the failure has not been cured.

9. Government Purchase Card Orders

Government purchase cards are accepted above or below the micro-purchase threshold by phone or FAX for amounts up to the maximum limit of the purchase card, in accordance with the terms and conditions of this contract. Please refer to Section 17.

Should any Government agency require written confirmation of Government purchase made using a credit card, it is the Government's responsibility to provide that documentation.

To place a credit card phone order please call: 1-800-829-4444.

To place a credit card order by FAX, please send FAX to: FAX Number: 1-800-829-4433. Calls accepted from 6 a.m. to 6 p.m. MST.

E-mail orders: usa_orders@keysight.com

10. Foreign Items

The TAA applies to this contract. All foreign-manufactured items are eligible products from designated countries as defined in the Trade Agreements Act (GSAR 552.225-9).

11A. Time of Delivery

From date of receipt of order, most items in this contract shall be delivered within 90 days. For a few highly complex systems the delivery time may be up to 120 days. Keysight will make reasonable efforts to meet Customer's Delivery requirements. If Keysight is unable to meet Customer's Delivery requirements, alternative arrangements may be agreed. In the absence of such agreement, Customer's sole remedy is to cancel the order. Check with the Keysight's Government Business Center (identified in Item 13) for best delivery.

11B. Expedited Delivery

Contact Keysight. Additional charges may apply.

11C. Overnight and 2-Day Delivery

Contact Keysight. Additional charges may apply.

11D. Urgent Requirements

Contact Keysight. Additional charges may apply.

12. FOB Point

Prices shown are F.O.B. destination for the 50 states, the District of Columbia, and Puerto Rico. Prices for delivery to other overseas destinations are F.O.B. port of embarkation. Orders from foreign locations may be supplied from a Keysight facility outside the United States on a F.O.B. delivered basis.

13A. Ordering Address

Customers in the 50 states, the District of Columbia, and Puerto Rico should place orders directly with Keysight's Customer Contact Center listed below. This also applies to U.S. Military customers located overseas.

Keysight Technologies, Inc.
P.O. Box 4026
Englewood, CO. 80155-4026

Phone: 1-800-829-4444
Facsimile: 1-800-829-4433

Technical support: 1-800-452-4844
Business hours are 6:00 AM to 6:00 PM Mountain Time

E-mail orders: usa_orders@keysight.com.

13B. Ordering Procedures

For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment Address

All payments should be sent to one of the following remittance addresses as shown on the invoice:

Keysight Technologies, Inc.
Chicago lockbox: 32837
32837 Collection Center Drive
Chicago, IL 60693-0328
United States

Bank Name and Address:

Bank of America NT & SA
2000 Clayton Rd Concord,
CA 94520-2425

Account Number and Electronic Payment Instructions:

Account: 1291543127 (USD)
Swift Code: BOFAUS3N
ABA WIRES: 026009593
ACH: 121000358

15. Warranty

a) Product warranty terms are provided with the Product, on quotations, upon request or at http://www.keysight.com/go/warranty_terms. Each Product receives a global warranty which

includes the standard warranty for the country of purchase.

b) Keysight warrants the Keysight hardware Product against defects in materials and workmanship and that the Product will conform to Specifications. Keysight warrants that Keysight owned standard Software substantially conforms to Specifications.

c) If Keysight receives notice of a defect or non-conformance during the warranty period, Keysight will, at its option, repair or replace the affected Product. Customer will pay shipping expenses for return of such Product to Keysight. Keysight will pay expenses for shipment of the repaired or replacement Product.

d) THE WARRANTIES IN THESE TERMS ARE EXCLUSIVE, AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. KEYSIGHT SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

16. Export Packing Charges

a) Keysight will ship best way prepaid according to Keysight's standard commercial practice. Keysight will make reasonable efforts to meet Customer's Delivery and shipment requirements. If Keysight is unable to meet Customer's Delivery and shipment requirements, alternative arrangements may be agreed. In the absence of such agreement, Customer's sole remedy is to cancel the order.

b) Title to hardware Products and risk of loss and damage will pass to Customer at the address agreed to by Keysight in accordance with the Applicable Trade Term.

c) Return Shipment for Calibration services: Keysight will charge a fee for returning covered Products to Customer via standard shipping and handling methods. Other shipment methods requested by Customer may be available at an additional fee.

d) Keysight products are packaged to conform to the commercial standards and practices of the industry. For agencies requiring special military or export military specifications, or coded packaging, contact the nearest Keysight sales office in your area for the appropriate price. If special packing or shipping instructions are agreed, charges will be billed separately to Customer, and risk of loss and damage will pass to Customer on delivery to Customer's carrier.

e) Export packing charges is not included, but available outside the scope of this contract.

17. Terms and Conditions of Government Purchase Card Acceptance

Government purchase cards are accepted up to and above the micro-purchase level.

a) Definitions.

"Government-wide commercial purchase card" means a uniquely numbered credit card issued by a contractor under GSA's Government-wide Contract for Fleet, Travel, and purchase Card Services to named individual Government employees or entities to pay for official Government purchases.
"Oral order" means an order placed orally either in person or by telephone.

b) The Contractor must accept the Government-wide commercial purchase card for payments equal to or less than the micro-purchase threshold (see Federal Acquisition Regulation 2.101) for oral or written orders under this contract.

c) The Contractor and the ordering agency may agree to use the Government-wide commercial purchase card for dollar amounts over the micro-purchase threshold, and the Government encourages the Contractor to accept payment by the purchase card. The dollar value of a purchase card action must not exceed the ordering agency's established limit. If the Contractor will not accept payment by the purchase card for an order exceeding the micro-purchase threshold, the Contractor must so advise the ordering agency within 24 hours of receipt of the order.

d) The Contractor shall not process a transaction for payment through the credit card clearinghouse until the purchased supplies have been shipped or services performed. Unless the cardholder requests correction or replacement of a defective or faulty item under other contract requirements, the Contractor must immediately credit a cardholder's account for items returned as defective or faulty.

e) Payments made using the Government-wide commercial purchase card are not eligible for any negotiated prompt payment discount.

Credit Card Clearing House

For purposes of this contract, the clearinghouse identifies the nationally accepted credit card payment network being used by the Government commercial credit card contractor. (See Federal Supply Schedule IG 615, Government wide Commercial Credit Card Service.) The clearinghouse through which credit card payments will be processed is VISA.

18. Terms and Conditions of Rental, Maintenance, and Repair

Please refer to Appendix A of this document for Service terms.

19. Terms and Conditions of Installation

Please refer to Appendix A of this document for Service terms.

20. Terms and Conditions of Repair Parts Indicating Date of Parts Price Lists an Any Discounts from List Prices

Not applicable to this contract.

20A. Terms and Conditions for Any Other Services

Please refer to Appendix A of this document for Service terms.

21. List of Service and Distribution Points

ISO 17025 accredited calibration sites in the United States: Arizona (Phoenix), California (Irvine), California (Roseville), California (Santa Rosa Metrology Services), Colorado (Colorado Springs), Colorado (Loveland), Florida (Plantation), Illinois (Arlington Heights), Massachusetts (Chelmsford), North Carolina

(Cary), North Carolina (Greensboro), North Carolina (Morrisville), Pennsylvania (Bethlehem), Texas (Richardson).

22. List of Participating Dealers

Not applicable to this contract.

23. Preventative Maintenance

Not applicable to this contract.

24A. Special Attributes Such As Environmental Attributes (e.g. recycled content, energy efficiency, and/or reduced pollutants)

Not applicable to this contract.

24B. Section 508 Compliance for EIT

Not applicable to this contract.

25. DUNS Number

The DUNS for this contract is 05-821-5778.

26. Notification Regarding Registration in System for Award Management (SAM) Database

Keysight has an Active Registration in the SAM database.

27. Sale and Delivery

a) All orders are subject to acceptance by Keysight. Orders are governed by the applicable trade term specified on the quotation or agreed to by Keysight as defined in Incoterms 2000.

b) Prices exclude any applicable sales, value added or similar tax payable by Customer.

c) Unless otherwise indicated on the quotation, prices include shipping and handling charges. Title to hardware and consumable Products will pass to Customer upon delivery.

d) Customer may cancel orders prior to shipment at no charge. Product returns are subject to Keysight approval and applicable charges.

e) For Products without installation included in the purchase price, acceptance occurs upon delivery. For Products with installation included in the purchase price, acceptance occurs when the Product passes Keysight's installation and test procedures. If Customer schedules or delays installation by Keysight more than thirty (30) days after delivery, acceptance of the Product will occur on the

thirty-first (31st) day after delivery.

f) Payment terms are stated in the quotation or acknowledgment documentation, and are subject to change if Customer's financial condition or payment record merits such change. Keysight may discontinue performance if Customer fails to pay any sum due, or fails to perform under this or any other Keysight agreement if, after ten (10) days written notice, the failure has not been cured.

28. Licenses

a) Keysight grants Customer a worldwide, non-exclusive, license to use Software for internal purposes in accordance with documentation provided with the Software. Keysight license terms or third party license terms included with such documentation will take precedence over these license terms. If the documentation does not include license terms, Keysight grants Customer a license to use one copy of the Software on one machine or instrument, or a license as otherwise stated on the quotation.

b) Except as authorized by Keysight in writing or as permitted by law, Customer will not reverse engineer, reverse compile, or reverse assemble Software, modify or translate Software, or copy Software onto any public or distributed network.

29. Intellectual Property Claims

a) Keysight will defend or settle any claim against Customer that a Product infringes an intellectual property right, provided Customer promptly notifies Keysight in writing and provides control of the defense or settlement, and assistance, to Keysight.

b) In defending or settling an infringement claim under Section 29(a), Keysight will pay infringement claim defense costs, settlement amounts and court-awarded damages. If such a claim appears likely, Keysight may, at its option, modify or replace the Product or procure any necessary license. If Keysight determines that none of these alternatives is reasonably available, Keysight will refund Customer's purchase price upon return of the Product.

c) Keysight has no obligation for any claim of infringement arising from: Keysight's compliance with, or use of, Customer's designs, specifications, instructions or technical information; Product modifications by Customer or a third party; Product use prohibited by or outside the scope of Specifications or related application notes; or use of the Product with products not supplied by Keysight.

30. Limitation of Liability and Remedies

a) In no event will Keysight, its subcontractors or suppliers be liable for special, incidental, indirect or consequential damages (including downtime costs, loss of data, restoration costs, or lost profits) regardless of whether such claims are based on contract, tort, warranty or any other legal theory, even if advised of the possibility of such damages. This exclusion is independent of any remedy set forth in these Terms.

b) The limitations set forth in Section 30(a) above will not apply to infringement claims under Section 29, or to damages for bodily injury or death.

c) The remedies in these Terms are Customer's sole and exclusive remedies.

31. General

a) Use, distribution or disclosure of Products by the U.S Government is subject to DFARS 227.7202-3 (Rights in Commercial Computer Software), DFARS 252.227-7015 (Technical Data – Commercial Items), and FAR 52.227-19 (Commercial Computer Software- Restricted Rights).

b) Products are not specifically designed, manufactured or intended for sale as parts, components or assemblies for the planning, construction, maintenance or direct operation of a nuclear facility. Keysight shall not be liable for any damages resulting from such use.

32. Additional Information

A. Use of Federal Supply Schedules Government Contractors

Government contractors and subcontractors may use GSA supply sources when authorized in writing by the responsible contracting officer. A copy of the contracting officer's written authorization must be forwarded with the order, and the following statement must be included with or on the order: "This order is placed under written authorization from (insert name of Government agency), dated _(date)_____, In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern."

B. Exclusions

Source Inspection or preparation and submission of form DD250 are not included under this schedule contract.

C. Inspection

The inspection system required by FAR Clause 52.212-4(a) is incorporated into this contract.

Contract Terms and Conditions -- Commercial Items (June 2010)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights –

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

D. Safety Hazard Notice

Keysight reserves the right to terminate or refuse service when in Keysight's opinion, conditions at the equipment location represent a hazard to the safety or health of any Keysight employee. Prior to terminating service Keysight shall notify the GSA Contracting Officer and the Agency's Contracting Officer of Keysight's intention to terminate service.

E. Quality Control

The Keysight quality control system conforms to Government specifications for commercial products.

F. Scope of Contract

This contract provides a source of supply for: 1) All Federal Agencies and activities in the executive, legislative, and judicial branches. 2) Government contractors authorized in writing by a Federal Agency pursuant to 48 CFR 51.1. 3) Mixed ownership Government Corporations (as defined in the Government Corporation Control Act). 4) The Government of the District of Columbia. 5) Other activities and organizations authorized by statue or regulation to use GSA as a source of supply. Questions regarding activities authorized to use this schedule should be directed to the contracting officer

This GSA schedule contract is available to agencies of the United States Federal Government only. It shall constitute the entire agreement between Keysight and those ordering under the contract. It is not available to commercial customers, or to other government agencies (state, local, or foreign) or private institutions, except as authorized by GSA and approved by Keysight. By issuing a delivery order against the contract, the government or authorized user accepts the terms and conditions contained in this contract.

G. Ordering Options and Modifications

Most options must be installed in the factory at the time the product is ordered. If an option can be installed later (field installation) this will be stated in the Keysight General Catalog or product data sheets. To avoid administrative delays in receiving/inspection and invoice processing, orders should clearly indicate that options are an integral part of the basic product (not separate items shipped in their own container). Do not list options as a separate line item. Questions on this subject should be directed to the Keysight sales office identified in Section 13a.

Purchasing of incidental, non-schedule items on a delivery order is permitted so long as the cost of the non-schedule items is small compared to the total cost of the procurement.

H. Blanket Purchase Agreements

Keysight agrees to enter into blanket purchase agreements to accordance with FAR 13.2 with ordering activities, provided that:

1) Only items covered by the contract are ordered under such agreements:

2) the period of time covered by such agreements shall not exceed the period of the contract; and

3) orders placed under such agreements shall be issued in accordance with all applicable regulations and the terms and conditions of the contract.

KEYSIGHT TECHNOLOGIES

KEYSIGHT SERVICE TERMS

These Keysight Service Terms ("Terms") along with the applicable description of Service ("Service Exhibit") and the terms indicated on the quotation govern the Service of Products and the license of software updates by Keysight Technologies, Inc. and its subsidiaries ("Keysight"). In the event of a conflict herewith, the Service Exhibit will prevail. "Product" means Keysight or third party hardware or consumable that is supported by Keysight as described, if applicable, in any Service Exhibits. "Service" means any standard service to support Products."

1. PARTIES RESPONSIBILITIES

a) Keysight will perform Service in a professional and workmanlike manner. Keysight will make reasonable efforts to deliver Service in accordance with the quotation or the applicable Service Exhibit and may select qualified and reputable subcontractors to perform Service.

b) Product must be at current specified revision levels and may require Keysight's certification, at Customer's expense, that Product is in good operating condition.

c) Product relocation may result in additional Service charges, modified service response times and if moved subject to availability.

d) Customer must remove products not eligible for Service to enable Keysight to perform Service and may incur additional charges for any extra work caused.

e) Service does not cover damage, defects or failures caused by: use of non-Keysight media, supplies and other products; site conditions that do not conform to Keysight's specifications; neglect, improper use, fire or water damage, electrical disturbances, transportation, work, or modification by non-Keysight employees or subcontractors, or causes beyond Keysight's control.

f) Customer is responsible for maintaining a procedure external to the Product to reconstruct lost or altered Customer files, data or programs, and for having a representative present when Keysight provides Service at Customer's site. Customer will notify Keysight if Product is being used in an environment that poses a potential health hazard. Keysight may require Customer to maintain such Product under Keysight supervision.

2. ORDERS AND CANCELLATIONS

a) All orders are subject to acceptance by Keysight.

b) Unless stated otherwise in the Service Exhibit, cancellation is subject to Keysight's prior consent and any applicable fees, details of which are available on request.

c) Upon sixty (60) days written notice, Keysight may delete Product no longer included in Keysight's Service offering or may cancel a Service Exhibit.

3. SHIPMENT, RISK OF LOSS AND ACCEPTANCE

a) Customer will pay all expenses for return of Product to the Keysight service center. Keysight will pay expenses for return of Product to Customer via Keysight's standard shipping methods.

b) Risk of loss and damage for tangible deliverables will pass to Customer at the location specified in the quotation or order acknowledgment.

c) Acceptance of Service will occur upon performance.

4. PRICE AND PAYMENT

a) Prices exclude any applicable sales, value added or similar tax payable by Customer.

b) Payment terms are per the quotation or order acknowledgement and are subject to change if Customer's financial condition or payment records so warrants. Keysight may stop performance if Customer fails to pay any sum due, or fails to perform under this or any other Keysight agreement if, after ten (10) days written notice, the failure has not been cured.

5. WARRANTY

a) Keysight will replace, at no charge, defective parts used in Keysight's repair of Product for ninety (90) days from the date of Service.

b) Keysight warrants that software updates will not fail to execute programming instructions due to defects in materials and workmanship when properly installed and used on hardware designated by Keysight. Keysight warrants that Keysight owned standard software updates substantially conform to specifications. Keysight does not warrant that software updates will operate in hardware and software combinations selected by Customer, or meet requirements specified by Customer. Keysight does not warrant that software updates will be uninterrupted or error free.

c) Keysight Service may use remanufactured parts that are equivalent to new in performance.

d) The above warranties do not cover defects resulting from improper or inadequate maintenance, installation, repair or calibration performed by Customer or an unauthorized third party; Customer or third party supplied hardware or software, interfacing or supplies; unauthorized modification; improper use or operation outside of the specifications for the Product; abuse, negligence, accident, loss or damage in transit; or improper site preparation.

e) THE WARRANTIES IN THESE TERMS ARE EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. KEYSIGHT SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

6. LICENSES

Unless license terms are included with the software updates, software updates licensed under these Terms will be subject to the most current applicable underlying license.

7. INTELLECTUAL PROPERTY CLAIMS

a) Keysight will defend or settle any claim against Customer that any deliverable provided under these Terms infringes an intellectual property right provided Customer promptly notifies Keysight in

writing and provides control of the defense or settlement, and assistance to Keysight.

b) In defending or settling an infringement claim under Section 7(a), Keysight will pay infringement claim defense costs, settlement amounts and court-awarded damages. If such a claim appears likely, Keysight may, at its option, modify or replace the affected deliverable, or procure any necessary license. If Keysight determines that none of these alternatives is reasonably available, Keysight will refund Customer's purchase price.

c) Keysight has no obligation for any claim of infringement arising from: Keysight's compliance with, or use of, Customer's designs, specifications, instructions or technical information; modifications by Customer or a third party; software update use outside the scope of Keysight specifications or related application notes; or use of the deliverable with products not supplied by Keysight.

8. LIMITATION OF LIABILITY AND REMEDIES

a) In no event will Keysight, its subcontractors or suppliers be liable for special, incidental, indirect or consequential damages (including downtime costs, loss of data, restoration costs, or lost profits) regardless of whether such claims are based on contract, tort, warranty or any other legal theory, even if advised of the possibility of such damages. This exclusion is independent of any remedy set forth in these Terms.

b) The limitations set forth in Section 8 (a) above will not apply to infringement claims under Section 7 above, or to damages for bodily injury or death.

c) The remedies in these Terms are Customer's sole and exclusive remedies.

9. TERM AND TERMINATION

a) An order or a Service agreement may be terminated immediately upon notice in writing (a) by either party, for cause, unless the other party cures the breach within thirty (30) days of written notice of such breach or (b) by Keysight if Customer fails to pay any sums due as specified in Section 4(b) above.

b) Any order or Service agreement will terminate automatically if either party is subject to a voluntary or involuntary bankruptcy petition, becomes insolvent, is unable to pay its debts as they become due, ceases to do business as a going concern, makes an offer or assignment or compromise for the benefit of creditors, or there is a substantial cessation of its regular course of business, or a receiver or trustee is appointed for such party's assets.

c) Upon termination in accordance with 9a) or b) Customer will pay Keysight for all Service performed and charges and expenses incurred by Keysight up to the date of termination. If the sum of such amounts is less than any advance payment received by Keysight, Keysight will refund the difference within thirty (30) days of receipt of an invoice from Customer. Customer will receive all work in progress for which Customer has paid.

d) Provisions herein which by their nature extend beyond the termination of any Service will remain in effect until fulfilled.

10. GENERAL

a) Customer may not assign or transfer a Service agreement without Keysight's prior written consent, which may be subject to applicable charges and terms. Keysight may assign or transfer any of its rights or obligations under these Terms and applicable Service Exhibits upon notice.

b) Keysight will store and use Customer's personal data in accordance with Keysight's Privacy Statement available at – www.keysight.com/go/privacy. Keysight will not sell, rent or lease Customer's personal data to others.

c) The parties agree to comply with applicable laws and regulations. Keysight may suspend performance if Customer is in violation of applicable laws or regulations.

d) Customer who exports, re-exports, or transfers products, technology or technical data purchased hereunder assumes all responsibility for complying with applicable U.S. and all other laws and regulations ("Applicable Laws"), and for obtaining required export authorizations. Customer expressly agrees not to sell or otherwise transfer products, technology or technical data to companies or persons on the Denied Parties List and Specially Designated Nationals and Blocked Persons List, or to any other prohibited parties or restricted destinations listed in Applicable Laws, unless properly authorized by the appropriate government(s). Keysight may suspend performance if Customer is in violation of Applicable Laws. Further information on restricted destinations can be obtained from - http://www.bis.doc.gov.

e) Use, distribution or disclosure of Products by the U.S Government is subject to DFARS 227.7202-3 (Rights in Commercial Computer Software), DFARS 252.227-7015 (Technical Data – Commercial Items), and FAR 52.227-19 (Commercial Computer Software-Restricted Rights).

f) Disputes arising in connection with these Terms will be governed by the laws of the State of California.

g) To the extent that any provision or a portion of any provision of these Terms is determined to be illegal or unenforceable, the remainder of these Terms will remain in full force and effect.

h) These Terms and any Service Exhibits attached hereto constitute the entire agreement between Keysight and Customer, and supersede any previous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder. Customer's additional or different terms and conditions will not apply.

KEYSIGHT TECHNOLOGIES

TEST & MEASUREMENT SYSTEM SUPPORT SERVICE **Exhibit S0025**

1. SCOPE

This Test and Measurement System Support Service Exhibit (referred to as the Exhibit) provides the terms and conditions under which Keysight Technologies, Inc. (Keysight) will perform various support services (Support) to maintain in good operating condition the Keysight products (Products) covered under this service. Support services include repair, preventive maintenance, engineering improvements, and site environment surveys, along with any needed parts and materials. This Exhibit includes the general terms and conditions for all levels of Support as well as specific terms and conditions for the following Support service levels: Priority Plus Support Priority Support and Next Day Support. This Exhibit, along with the terms set forth in Customer's quotation (Quotation), comprise the entire agreement between Customer and Keysight with regard to Support for Products. In case of conflict or inconsistency between the terms of this Exhibit and the terms in the Quotation, the terms of this Exhibit will control and take precedence.

2. GENERAL TERMS AND CONDITIONS

The general terms and conditions listed below apply to all levels of Support.

A. SERVICES INCLUDED

1) **On-Site Service**: Keysight will travel to Customer's site and provide all labor, parts and materials necessary to maintain Products in good operating condition. Replacement parts will be new or equivalent to new in performance; removed parts will become the property of Keysight. This service includes the following:

   a) **Repair Service**. This service involves the diagnosis and correction of Product malfunctions and failures. Repair service will commence during the period of coverage and will continue uninterrupted, as long as reasonable progress is made, until Products are operational. If Keysight determines that additional parts or resources are required, service will be interrupted and will resume as soon as the parts or resources are available (the availability of Support levels at the time of order may vary, depending on local resources). For select Keysight instrument Products, Keysight may not be able to perform complete repairs at Customer's site. In these cases, Keysight will remove and transport these Products to and from a Keysight Customer Service Center for service. Upon return, Keysight will perform any necessary system verification tests to confirm proper on-site performance.

   b) **Preventive Maintenance** (only for select Products). This service includes cleaning, adjusting, lubricating, inspecting, and testing Products that require preventive maintenance. Keysight will perform preventive maintenance on a mutually agreed upon schedule or coincident with repair service.

   c) **Engineering Improvements**. Keysight may from time-to-time make engineering improvement modifications that it deems necessary to incorporate into Products. Such modifications will be performed at Keysight's expense on a mutually agreed upon schedule or coincident with repair service or preventive maintenance.

   d) **Site Environmental Survey**. Keysight may periodically monitor the site environment and notify Customer of any required corrective action.

   e) **Extended Travel**. Keysight can provide Support beyond Travel Zones 1, 2, and 3 (described in Schedule A to this Exhibit) only from a primary Keysight Test and Measurement Support Responsible Office (TMSRO). Response times for Travel Zones 4, 5, 6 and beyond are specified in Schedule A. There will be a charge for travel beyond Zone 5 based on the distance to the Customer's site.

2) **Remote Support (only for select Products):** Prior to any necessary on-site assistance, Keysight may initiate and perform remote diagnostics to facilitate problem resolution. Diagnostics will be performed only upon receipt of Customer's authorization. On some occasions, replacement parts will be shipped directly to Customer for installation.

3) **Product Warranty Upgrade:** The service level of hardware Products carrying a 90-day warranty or one year Return-to-Keysight warranty may be upgraded on the date of purchase or lease by ordering Support if available. The service level ordered will be provided during the on-site warranty period. A one-year Return-to-Keysight warranty must be converted to a 90-day onsite warranty to qualify. Days of Coverage and on site response times can be upgraded for an additional charge during the warranty period for most hardware Products.

KEYSIGHT TECHNOLOGIES

TEST & MEASUREMENT SYSTEM SUPPORT SERVICE **Exhibit S0025**

B. OPTIONAL SERVICES

Keysight provides the following optional services (subject to local resource availability) for an additional charge. Per-call options require Customer to have an open purchase order on file with Keysight specifying all persons authorized to request these services. Charges for contractual options will be added to monthly service charges.

1) **Per Call Options**:

   a) **After Coverage Hours Option**. Support may be extended for a fixed charge on a per-call basis for hours and days beyond those covered by the Support service level selected by Customer. The charge and response time will vary depending on the time the service is requested and the level of Support purchased.

   b) **Per Call Services**. Support Customers who require support or service not covered by this Exhibit, such as de-installations, may purchase one-time services at the Keysight System Support per-call service rate. This rate applies to such additional services performed only on Products covered under this Exhibit. For other products or equipment, such services may not be available or may be performed at different service rates.

2) **Contractual Options:**

   a) **Loaner Service.** Select Keysight instrument products can be reserved on either an exclusive or a nonexclusive basis. With this service option, Keysight will own, reserve and maintain in Keysight facilities specified loaned equipment to minimize system downtime in the event Customer's corresponding equipment requires removal for repair or calibration. Any equipment loaned to Customer will be subject to Keysight's standard equipment loan terms, which will be made available to Customer at the time of any such loan.

   b) **Media Retention Service** (only for Select Keysight Products). This option waives Keysight's right to maintain possession of a failed disk drive component on which sensitive data is stored.

C. SERVICE LIMITATIONS

1) **Hardware, Software and Network Support.** Any support services involving hardware, software, or network-related problems not covered by the contractual service ordered will be subject to Keysight's standard rates.

2) **Maximum Use Limitations.** Products operated in excess of their maximum usage rate (as specified in the data sheet or operating manual) cannot be covered by this Exhibit, but may be serviced at Keysight's standard service rates.

3) **End of Support**. Keysight is under no obligation to provide Support for Products that are beyond their specified support period.

4) **Non-Keysight Media, Supplies, and Consumables.** Services do not include repairs to Products caused by use of non-Keysight media, supplies, and consumables or such items not designated for use with Products serviced under this Exhibit. If support services are required due to any of the above causes, Keysight may provide such services at Keysight's standard service rates.

5) **Nonqualified Devices**. Support under this Exhibit is provided only for qualified devices. Products not supplied or qualified by Keysight and products for which Customer does not allow Keysight to incorporate engineering improvements will be considered nonqualified devices. Customer is responsible for removing nonqualified devices to allow Keysight to service the qualified devices. If performance of Support is made more difficult or is impaired because of a non-qualified device, Keysight will charge Customer for additional service required as a result of that device at Keysight's standard service rates. Keysight is not responsible for qualifying, repairing or servicing design flaw or compatibility problems in qualified devices not supplied by Keysight.

6) **Interfaces and Accessories.** Keysight may cover cables, connectors, accessories and interfaces under the same hardware service level purchased for the Products with which they are used.

7) **Protection of Data**. Customer acknowledges that Keysight will not be responsible for the security, protection or safe return of information, data, software, packaging or other materials that may be provided by Customer together with qualified devices serviced under this Agreement. Customer understands that it has the responsibility to remove, back-up or take precautions with respect to such materials and information.

D. PREREQUISITES

Keysight will determine, in its sole discretion, whether Customer adequately meets the following prerequisites for Support ordered and described in this Exhibit.

1) **Minimum System Configuration.** Except for systems capable of diagnostic self-test, Keysight requires, at a minimum, that a Product include a central processing unit (CPU), a peripheral capable of reading standard Keysight diagnostics and verification tests, and a peripheral that allows Keysight to fully interact with the covered Products.

2) **Uniform Coverage.** All Products constituting the minimum system configuration must be covered under the same Support Service level.

3) **Connectors and Cables**. All Products must be interconnected by cables or connectors listed in the appropriate Keysight documentation as compatible with the CPU. For Products not meeting this requirement, service may be available at Keysight's standard service rates.

4) **Software Support**. All Products for which execution of diagnostic tests is software-dependent must, at a minimum, be covered by a Keysight software support service, if available, that provides periodic software updates.

5) **Remote Support**. For Keysight to provide remote support, Customer must allow Keysight remote access to eligible Keysight systems using the appropriate protocol and method supported by that system. Customer must provide the necessary equipment designated for that protocol and method of communication to provide Remote Access to the eligible Keysight system. Keysight will advise the customer what is required at the time of installation.

E. CUSTOMER RESPONSIBILITIES

1) **Access.** Customer will provide Keysight with the following:

   a) Access to the Products;

   b) Adequate working space and facilities within a reasonable distance of the Products;

   c) Access to and permission to use all information, internal resources, and facilities determined necessary by Keysight to service the Products;

   d) Access to eligible Keysight systems using the appropriate protocol and method supported by that system. (only for select Products).

2) **Service Requests.** Prior to placing a service request with Keysight, Customer may be required to run Keysight-supplied diagnostic programs.

3) **Revision Levels.** Customer must maintain all associated system hardware and firmware, except PC systems, at the latest Keysight-specified configuration and code revision level. For PC systems, Customer must maintain all associated system hardware and firmware at a revision level specified by Keysight.

4) **Usage-Level Charges.** Customer must allow Keysight to install or remove usage meters on specified electromechanical devices. Usage charges may be invoiced separately.

5) **Operating Procedure.** Customer must follow routine operating procedures as specified in the Product operating manual.

6) **Operating Supplies.** Customer will provide Keysight service personnel with operating supplies and consumables such as paper, magnetic tapes, disk cartridges, ribbons, cards and similar items Customer would use during normal operation.

7) **Data Reconstruction.** Customer is responsible for maintaining a procedure external to the Products for reconstruction of lost or altered files, data, or programs.

8) **Customer Representative.** A representative of Customer must be present at Customer's site at all times when services are being performed by telephone or on site by Keysight.

9) **Health Hazards.** Customer must notify Keysight if any Products are being used in an environment that poses a potential health hazard to Keysight personnel. Keysight may require such Products to be maintained by Customer's personnel under direct Keysight supervision.

10) **Diagnostics/Maintenance Software (only for select Products).** Customer will allow Keysight to run system diagnostic and maintenance programs resident on Customer's system or site for the exclusive purpose of performing diagnostics and

maintenance on the Products. Customer acknowledges that Customer has no ownership interest in any such diagnostic hardware or software, that it may not use, remove, modify or in any way alter such programs, and that Keysight may remove these programs and any Keysight loaned modems or remote access devices upon termination of Support.

11) **Temporary Procedures.** Customer is responsible for implementing temporary procedures or workarounds while Keysight is performing Support.

12) **Keysight Remote Access.** Customer must allow Keysight remote access to eligible Keysight systems using the appropriate protocol and method supported by that system. Customer must provide the necessary equipment designated for that protocol and method of communication to provide Remote Access to the eligible Keysight system. Keysight will advise the customer what is required at the time of installation.

3. ADDITIONAL SPECIFIC TERMS AND CONDITIONS

A. PRIORITY PLUS SUPPORT

The following terms and conditions apply when Customer selects Priority Plus support.

1) **Services Included**:

a) **Period of Coverage.** Keysight will perform Priority Plus support twenty-four (24) hours per day, seven (7) days per week, including Keysight holidays.

b) **On-Site Response Time.** Priority Plus support provides four (4) hour response for Products located within Keysight travel zones 1, 2, or 3, measured from a primary TMSRO. Response Times for Products located in Keysight travel zones 4, 5, or 6 are specified in Schedule A to this Agreement. Response time is measured from the time a service request is received until the time Keysight arrives at a Customer's site. Products that arrive within Keysight travel zones 1, 2 or 3 of a secondary Keysight TMSRO may receive faster response than from the primary Keysight TMSRO, subject to local resource availability.

2) **Limitations:**

Travel Zones. Priority Plus support is available for installed Products located within 200 miles or 320 kilometers of a primary Keysight TMSRO. Availability beyond 200 miles or 320 kilometers is subject to local resource availability.

3) **Prerequisites:**

a) **Minimum Monthly Billing.** Customer must meet the Keysight-specified minimum monthly billing for all contractual support at a particular site in order to be eligible for Priority Plus support at that site.

b) **Remote Support.** If Remote Support is available on Customer's equipment, Customer must allow remote access in order to receive Priority Plus support.

B. PRIORITY SUPPORT

The following terms and conditions apply when Customer selects Priority support.

1) **Services Included:**

a) **Period of Coverage**. Keysight will perform Priority support between 8:00 AM and 9:00 PM (local time for that Keysight support facility), Monday through Friday, excluding Keysight holidays.

b) **On-Site Response Time.** Priority support provides four (4) hour response for calls received between 8:00 AM and 5:00 PM for Products located within Keysight travel zones 1, 2, or 3, measured from a primary TMSRO. Response Time is measured from the time a service request is received until the time Keysight arrives at Customer's site. For calls received after 5:00 PM, response time is measured from 8:00 AM the next business day. Response Times for Products located in Keysight travel zones 4, 5, or 6 are specified in Schedule A to this Agreement. Products that are within Keysight travel zones 1, 2, or 3 of a secondary Keysight TMSRO may receive faster response time than from the primary Keysight TMSRO, subject to local resource availability.

C. NEXT DAY SUPPORT

The following terms and conditions apply when Customer selects Next Day Support.

KEYSIGHT TECHNOLOGIES

TEST & MEASUREMENT SYSTEM SUPPORT SERVICE **Exhibit S0025**

1) **Services Included:**

a) **Period of Coverage.** Keysight will perform Next Day Support between 8:00 AM and 5:00 PM (local time for that Keysight support facility), Monday through Friday, excluding Keysight holidays.

b) **On-Site Response Time.** Next Day support provides next-day response for calls received between 8:00 AM and 5:00 PM for Products located within Keysight travel zones 1, 2, or 3, measured from a primary TMSRO. Response Time is measured in elapsed coverage days from the day a service request is received until the day Keysight arrives at customer's site. Response Times for Products located in travel zones 4, 5, or 6 are specified in Schedule A to this Agreement. Products that are within Keysight travel zones 1, 2, or 3 of a secondary Keysight TMSRO may receive faster response than from the primary Keysight TMSRO, subject to local resource availability.

2) **Optional Service:**

Per Call Expedited Response Time. Depending upon local resource availability, Keysight may provide expedited response times on a per-call basis for an additional fixed charge. Per-call expedited services require Customer to have an open purchase order on file with Keysight specifying all persons authorized to request these services. If interested, Customer should contact the local Keysight support facility to verify if this service is available and to verify it can meet any required additional terms and conditions.

SCHEDULE A

KEYSIGHT'S RESPONSE TIME FOR EXTENDED TRAVEL

Zone	Distance from Primary Keysight T&M Support Responsible Office	Response Time Priority Plus	Response Time Priority	Response Time Next Day
1,2,3	0-100 miles or 0-160 kilometers	Best response, not to exceed 4 hours	Best response, not to exceed 4 hours	Next working day
4, 5	101-200 miles or 161-320 kilometers	8 hours	8 hours	1 additional coverage day
6	201-300 miles or 321-480 kilometers	Established at time of order and subject to resource availability.	Established at time of order and subject to resource availability.	2 additional coverage days
Other	Beyond 300 miles or 480 kilometers	Established at time of order and subject to resource availability.	Established at time of order and subject to resource availability.	Established at time of order and subject to resource availability.

KEYSIGHT TECHNOLOGIES

CUSTOMER RETURN KEYSIGHT CALIBRATION AND OPTIONS SERVICE Exhibit S0029

1. SCOPE

This Exhibit (“Exhibit”) provides the terms and conditions under which Keysight Technologies, Inc. ("Keysight") will perform, at designated Keysight Customer Service Centers, the calibration of products ("Products") for which this service ("Service") has been ordered. Keysight may also be available to perform Service for non-Keysight Products. These Customer Return to Keysight Calibration and Service Options are governed by this Exhibit and the quotation sent to Customer ("Customer's Quotation"). This Exhibit and the Customer's Quotation comprise the entire service agreement ("Agreement") between Customer and Keysight with respect to Customer Return to Keysight Calibration and Options Service. In case of conflict between the terms of this Exhibit and Customer's Quotation, the terms of this Exhibit shall supersede.

2. SERVICE INCLUDED

a) **Calibration.** Calibration consists of comparing the performance of the Customer's Products against standards of known accuracy. Either original manufacturer procedures or alternative procedures based on sound metrological practice will be followed. Adjustments needed to bring the Products within specification are included. Measurements made in conjunction with calibration are traceable to the appropriate national standards organization. Calibrations are performed at the manufacturer's recommended intervals, unless otherwise specified by Customer as a modified calibration interval option as set forth in Section 5.b. Products covered under this Agreement will be calibrated as necessary following any repair conducted by Keysight during the term of this Agreement.

b) **Return Shipment**. Keysight will return Products covered under this Agreement to Customer at no charge for standard shipping methods. Charges for expedited shipment requested by Customer will be invoiced separately.

c) **Notification of Out-of-Tolerance Conditions**. Keysight will notify Customer in writing when the test and measurement equipment used to calibrate Customer's Products has been found to have any significantly out-of-tolerance condition such that the Product may be in nonconformance.

d) **Out-of-Tolerance Re-calibration**. Should Keysight evaluate and determine that Customer's Product is affected by a significantly out-of-tolerance condition of Keysight test and measurement equipment, Keysight will offer to recalibrate the affected Product at no charge.

3. DOCUMENTATION

a) Keysight will furnish a calibration certificate verifying that the Product’s performance, with respect to the manufacturer's published specifications, was compared against standards of known accuracy. The certificate will include the environmental conditions measured at the time of calibration. The certificate will include all required elements as stated in the appropriate quality standard.

b) Keysight will furnish a calibration measurement report (“Calibration Measurement Report”) stating the measured Product’s performance as shipped back to Customer. For an Out of Specification (“OOS”) Product not requiring a repair, the Calibration Measurement Report will reflect the measured Product’s performance data after the adjustment has been made. If a repair is performed prior to the calibration process, the Calibration Measurement Report will reflect the measured Product’s performance data after the repair and any subsequent adjustments have been made. A calibration label indicating calibration date, calibration due date, calibration event reference and Product serial number will be affixed to each Product.

c) In addition to the Calibration Measurement Report and label, for any OOS Products, Keysight will furnish an additional Calibration Measurement Report where applicable, that reflects the Product’s performance data prior to any adjustment performed during the Keysight calibration adjustment process. Upon request, and to the extent possible, Customer is entitled to pre-adjustment data for repairs identified and made during the calibration process.

4. TURN AROUND TIME

Customer and a Keysight customer service representative will agree upon mutually convenient start and completion dates for such Service. Completion ship dates for this Service will be established when the order is created. Turnaround time is measured in elapsed workdays from the time the Product is received at the Keysight Customer Service Center until it leaves Keysight Customer Service Center.

5. OPTIONAL CALIBRATION SERVICES

Keysight can provide the following Services for an additional charge. (All services may not be available in all regions. Please contact your local Keysight office for more information.) Per-incident and contractual purchasing options may require Customer to have an open purchase order specifying all persons authorized to request such Services in advance of any service request.

a)**Keysight Calibration + Uncertainties**. This calibration includes any adjustments necessary to correct any OOS conditions unless these OOS conditions require a repair. For any Product requiring an adjustment, the Service includes a Calibration Measurement Report that reflects Product's performance data prior to any Product's adjustment and the as-shipped Calibration Measurement Report that is sent back to Customer and is included with all Keysight calibrations. Additionally, measurement uncertainty information is provided.

b)**Keysight Calibration + Uncertainties + Guardbanding**. This calibration includes any adjustments necessary to correct any OOS conditions unless these OOS conditions require a repair. For any Product requiring an adjustment, the Service includes a Calibration Measurement Report that reflects Product's performance data prior to any Product's adjustment and the as-shipped Calibration Measurement Report that is sent back to Customer and is included with all Keysight calibrations. Additionally, measurement uncertainty information and guardbands are provided.

c)**Accredited Calibration**. This calibration includes any adjustments necessary to correct any OOS conditions unless these OOS conditions require a repair. For any Product requiring an adjustment, the Service includes a Calibration Measurement Report that reflects Product performance data prior to any Product adjustment and the as-shipped Calibration Measurement Report that is sent back to Customer and is included with all Keysight calibrations. Additionally, the Service Center's processes and capabilities are accredited to ISO 17025:2005, and measurement uncertainty information is provided.

d)**Modified Calibration Interval.** Keysight can provide Calibration Service at intervals other than normally recommended. These intervals are set and maintained by Customer in accordance with its quality system requirements.

6. SERVICE LIMITATIONS

a) **Product Eligibility**. Only specifically designated Products are eligible for the Services. The Product operating manual specifies if a Product is eligible for such Services.

b) **Discontinued Products**. Keysight may calibrate Products that are past their end of support date.

c) **Product Failure**. If performance tests cannot be completed because of a Product failure (the OOS condition cannot be corrected with an adjustment) Keysight will offer to perform repairs under an existing maintenance agreement, or at standard service rates prior to completing the calibration. Repairs not covered by an existing maintenance agreement require Customer to have an open purchase order specifying all persons authorized to request such service in advance of any request. Products requiring repair will be rescheduled and a new completion date established with Customer. When a repair is performed with a calibration, the Product will be re-calibrated and adjusted as necessary to bring the Product within specifications without an additional calibration charge.

d) **Protection of Data**. Customer acknowledges that Keysight will not be responsible for the security, protection or safe return of information, data, software, packaging or other materials that may be provided by Customer together with Products serviced under this Agreement. Customer understands that it has the responsibility to remove, back-up or take precautions with respect to such materials and information.

7. CUSTOMER RESPONSIBILITIES

a) **Preparation**. Customer is responsible for performing the following functions prior to having a covered Product returned for calibration:

1. Customer will use its reasonable efforts to utilize Keysight's Infoline (www.keysight.com/find/service) to request service for return to Keysight calibration or repair. Infoline is an online access portal into Keysight's repair and calibration service system. Its purpose is to enable customers to check progress of equipment being serviced, whether equipment is due for calibration,

download a calibration certificate, etc. This service is provided free of charge. For terms of use, please see http://www.keysight.com/find/termsofuse.

2. When requesting calibration service, Customer should and clearly indicate the model number, serial number, control number, and return shipping address for the unit to be returned.

3. Unless the Product will be delivered and picked up in person by Customer:

   i) Package the Product carefully in the original shipping carton or a proper shipping carton.

   ii) Ship the Product freight prepaid to the designated Keysight Customer Service Center.

b) **Operating Procedures**. Customer will follow routine operator procedures as specified in the "Product" operating manual.

8. INVOICE TERMS AND EARLY TERMINATION

a)**Invoice Terms:** Invoicing will commence at the start of this agreement, at a frequency agreed in the quote, and will be independent of the timing of the delivery of the calibration service.

b)**Termination & Refunds:** Upon sixty (60) days written notice, Customer may terminate coverage for Services under this Exhibit early. Termination charges or refunds will be as indicated below:

1.If no calibration service has been delivered, Customer is responsible to pay the agreement for 60days after written notification of cancellation is received.

2.If the services have been completely delivered, Customer is responsible for the full payment through the end of the agreement period, or current year of a multi-year agreement.

3.If the services have been partially delivered, (e.g. one of two scheduled calibrations delivered), Customer is additionally responsible for payment for either the greater of the services delivered or prorated payment covering sixty (60) days notice.

4. Customer is responsible for scheduling calibration Service and ensuring that all calibrations due are completed prior to contract expiration. Customer will not be entitled to a refund for calibration Service not performed during the contract coverage period due to failure to schedule in a timely manner. Keysight may provide calibration Service up to 30 days after the Agreement expires.

5.Cancellation charges are not applicable for cases when End-of-Support products covered under the agreement need to be cancelled from the agreement due to equipment failure and the units cannot be repaired and calibrated.

KEYSIGHT TECHNOLOGIES

ON-SITE CALIBRATION SERVICE **Exhibit S0030**

1. SCOPE

This exhibit (“Exhibit”) provides the terms and conditions under which Keysight Technologies, Inc. (“Keysight”) will perform, at Customer’s site, calibration for Keysight instruments, non-Keysight instruments and measurement systems listed in the quotation ("Customer's Quotation") sent to the customer (“Customer”). A measurement system ("System") is considered to be an assembly of interconnected instruments that can perform a set of measurements not generally achievable using a single instrument. Instruments and Systems may be referred to separately or collectively in this Exhibit as equipment (“Equipment”). This On-Site Calibration Service (the "Service") is governed by this Exhibit and the Customer's Quotation. This Exhibit and the Customer's Quotation comprise the entire Service Agreement ("Agreement") between Customer and Keysight with respect to On-Site Calibration Service provided by Keysight. In case of conflict between the terms of this Exhibit and Customer's Quotation, the terms of this Exhibit shall supersede.

2. SERVICES INCLUDED

Keysight will travel to Customer’s site and provide all labor necessary to calibrate the Equipment. The Service will include the following:

a) **Calibration**. Calibration consists of comparing the performance of the Customer's Equipment against standards of known accuracy. Either original manufacturer procedures or alternative procedures based on sound metrological practice will be followed. Adjustments needed to bring the Equipment within specification will be made. Measurements made in conjunction with calibration are traceable to the appropriate national or international standards organization. Calibrations are performed at the manufacturer's recommended intervals, unless otherwise specified by Customer as a modified calibration interval option as set forth in Section 3.c. Equipment covered under this Agreement will be calibrated as necessary following any repair conducted by Keysight during the term of this Agreement.

b) **Documentation**. A calibration certificate verifying that the Equipment meets the manufacturer’s published specifications will be furnished. The certificate will include the environmental conditions measured at the time of calibration. Keysight will furnish a data report stating measured Equipment performance after completion of any adjustments and a System attachment, if applicable, that lists calibrated System components by model and serial number. A calibration sticker listing the calibration date will be placed on the Equipment.

c) **Return of Equipment to Keysight for Calibration**. For Equipment that cannot be calibrated and or adjusted on-site, Keysight will remove and transport it to and from a Keysight Customer Service Center for calibration and or adjustment. Upon return, Keysight will perform, if applicable, any necessary System verification tests to confirm proper on-site performance.

d) **Coverage Period**. Coverage hours will be normal business hours, Monday through Friday, excluding Keysight holidays or other hours as agreed to in writing by Customer and Keysight.

e) **Notification of Out-Of-Tolerance Conditions of Keysight’s Test and Measurement Equipment**. Keysight will notify Customer, in writing, when Keysight’s test and measurement equipment used to calibrate the Equipment has been found to have, in Keysight’s reasonable opinion, any significant out-of-tolerance condition that could cause the Equipment to be in nonconformance. If the Equipment, in Keysight’s reasonable opinion, is affected by a significant out-of-tolerance condition of Keysight test and measurement equipment, Keysight will offer to recalibrate the affected Equipment at no charge.

3. OPTIONAL SERVICES

Upon request, Keysight may provide the following optional Services subject to local resource availability, for an additional charge. Per-incident options require Customer to have an open purchase order specifying all persons authorized to request such Service in advance of any service request.

a) **Extended Travel**. Keysight may provide Service up to 200 miles or 320 kilometers from a primary Keysight Support Responsible Office. There will be a charge for travel beyond 200 miles or 320 kilometers based on the distance to Customer location.

b) **Per Incident After Coverage Hours.** Keysight may provide Service on a per-incident basis beyond its normal business hours.

c) **Modified Calibration Interval.** Keysight may provide calibration Service at intervals other than those intervals normally recommended.

d) **Instrument Controller.** Keysight may provide an instrument controller for the purpose of executing standard Keysight calibration software for the covered Equipment if Customer is unable to provide it.

KEYSIGHT TECHNOLOGIES

ON-SITE CALIBRATION SERVICE **Exhibit S0030**

4. SERVICE LIMITATIONS

a) **Equipment Eligibility**. Only specifically designated Equipment is eligible for Service under this Agreement.

b) **Discontinued Equipment**. Keysight may calibrate Equipment that is past its end of support date.

c) **Equipment Failure**. If performance tests cannot be completed because of an Equipment failure, Keysight will offer to perform repairs under existing maintenance agreement coverage or at standard service rates prior to completing the calibration. Repairs not covered by an existing maintenance agreement require Customer to have an open purchase order specifying all persons authorized to request such service in advance of any service request.

d) **Improper Environment**. If measurement of Customer's on-site environment indicates nonconformance to the requirements of the applicable standards, Keysight will not perform the Service and Customer will be responsible to pay standard service rates for all travel and labor performed.

e) **Substitution of Components.** Customer substitution of components of a calibrated System with components not listed on the System attachment to the calibration certificate will invalidate that System calibration and void any calibration certificate previously issued. Customer will indemnify and hold Keysight harmless against any claims, losses or damages arising as a result of Customer's unauthorized substitution of components.

5. PREREQUISITES

Keysight using its reasonable judgment will determine whether Customer adequately meets the following prerequisites for Services.

a) **Minimum Configuration**. A System (or any of its components) must include at least the minimum configuration specified in the calibration procedure printed in the appropriate Keysight Equipment manual.

b) **Uniform Coverage.** All instruments that are part of a System must be covered under the same Keysight On-Site Calibration Service Agreement.

c) **Connectors and Cables**. All instruments that are part of a System must be interconnected by cables or connectors listed in the appropriate Keysight documentation as being compatible with such instruments.

d) **Software.** All Keysight Equipments that depend on software for proper execution of calibration procedures must be running the most current revision of the software. Keysight may waive this requirement if the software allows proper execution of calibration procedures.

6. CUSTOMER RESPONSIBILITIES

a) **Access.** Customer will provide Keysight with the following:

1) Access to the Equipment covered under this Service.

2) Adequate working space and facilities within a reasonable distance of the Equipment.

3) Access to and use of all information and facilities determined necessary by Keysight to calibrate the covered Equipment.

b) **Operating Procedures.** Customer will follow routine operating procedures as specified in Keysight's operating manuals for the Equipment.

c) **Environmental Controls**. If necessary, Customer is responsible for providing and maintaining temperature and humidity recording devices in the area where Equipment is operated. Recordings from these devices will be kept on file and accessible to Keysight personnel.

7. INVOICE TERMS AND EARLY TERMINATION

a)**Invoice Terms:** Invoicing will commence at the start of this agreement, at a frequency agreed in the quote, and will be independent of the timing of the delivery of the calibration service.

KEYSIGHT TECHNOLOGIES

ON-SITE CALIBRATION SERVICE **Exhibit S0030**

b)**Termination & Refunds:** Upon sixty (60) days written notice, Customer may terminate coverage for Services under this Exhibit early. Termination charges or refunds will be as indicated below:

1.If no calibration service has been delivered, Customer is responsible to pay the agreement for 60days after written notification of cancellation is received.

2.If the services have been completely delivered, Customer is responsible for the full payment through the end of the agreement period, or current year of a multi-year agreement.

3.If the services have been partially delivered, (e.g. one of two scheduled calibrations delivered), Customer is additionally responsible for payment for either the greater of the services delivered or prorated payment covering sixty (60) days notice.

4. Customer is responsible for scheduling calibration Service and ensuring that all calibrations due are completed prior to contract expiration. Customer will not be entitled to a refund for calibration Service not performed during the contract coverage period due to failure to schedule in a timely manner. Keysight may provide calibration Service up to 30 days after the Agreement expires.

5.Cancellation charges are not applicable for cases when End-of-Support products covered under the agreement need to be cancelled from the agreement due to equipment failure and the units cannot be repaired and calibrated.

KEYSIGHT TECHNOLOGIES

KEYSIGHT CUSTOMER RETURN REPAIR SERVICE **Exhibit S0039**

1. SCOPE

This Exhibit S0039 ("Exhibit") describes the terms and conditions of the repair service by which Keysight Technologies, Inc. (“Keysight”) will provide to Customer labor, parts and materials necessary to maintain instrument products ("Products") which are returned to Keysight. This Keysight return repair service as described in this Exhibit is subject to:

- The terms of this Exhibit, and
- The quotation sent to Customer (“Quotation”).

In case of conflict or inconsistency between the terms of this Exhibit and the Quotation, the terms of this Exhibit shall prevail. This Exhibit and the Quotation comprise the entire Service Agreement ("Agreement") between Customer and Keysight.

2. SERVICES INCLUDED

a) **Return to Keysight Repair Service:** Keysight will provide the following services at designated Keysight Customer Service Centers. Keysight will provide all labor, parts, and materials necessary to maintain the Products covered under this Agreement in good operating condition. Keysight may, at its option, repair or replace the product. If the product is repaired, replacement parts will be new or their equivalent and replaced parts will become the property of Keysight. Service will include the diagnosis and correction of Product malfunctions and failures. Repaired Products will be verified to confirm proper operation. Engineering improvement modifications may be installed at the time of repair. If the product is replaced, the replacement may be a new or refurbished product. Replacement products will have a different serial number than the original product. Services designed to minimize Product failure and extend useful product life, such as cleaning, adjusting, lubricating, inspecting, and testing, may also be performed at the time of repair or replacement.

b) **Turnaround Time**. For return to Keysight repairs, turnaround time for these services will be determined in accordance with the scheduled repair time as set by the designated service center responsible for the Products except for intermittent failures that may require additional repair time. Turnaround time is measured in elapsed days from the time the Product is received at the Keysight Customer Service Center until return shipment.

c) **Return Shipment**. For return to Keysight repairs, Keysight will return Products covered under this Agreement to Customer at no charge for standard shipping methods. Charges for expedited shipment requested by Customer will be invoiced separately.

d) **Coverage Period**. Services are performed at designated Keysight Customer Service Centers during Keysight's normal business hours, Monday through Friday, excluding Keysight holidays.

3. SERVICE LIMITATIONS

a) **Software and Network Support**. Any maintenance services involving software or network-related problems will be subject to Keysight's standard service rates unless the Products are covered by appropriate contractual software or network support service.

b) **Product Eligibility**. Only specifically designated Products are eligible for this Agreement.

c) **Maximum Use Limitations**. Products operated in excess of their maximum usage rate (as specified in the data sheet or operating manual) will not be covered by this Agreement and will only be serviced on a time and materials basis.

d) **End of Support** (EOS). Unless otherwise agreed, Keysight is under no obligation to provide the Keysight Customer Return Repair Service for Products that are beyond their specified support period. If agreed to by Keysight, the following additional terms will apply to Repair Services offered for Products that are beyond their specified support period:

i. Repair Turnaround time will be determined on a case by case basis depending on the product and failure.

ii. Customer acknowledges and agrees that used parts may be used by Keysight to make repairs and that such parts are NOT new or equivalent to new in performance. If Keysight determines that used parts are required to make repairs, then the Product will be calibrated or verified to meet performance specification.

iii. If Keysight is unable to repair the Product, Customer will be entitled to a pro rata refund on the particular unit and the unit will be removed from the Agreement.

e) **Non-Keysight Media, Supplies, and Consumables.** Services do not include repairs to Products caused by use of non-Keysight media, supplies, and consumables or such items not designed for use with the Products serviced under this Agreement. If support services are required due to the causes above, Keysight will provide such services at Keysight's standard service rates.

f) **Nonqualified Devices.** Services are provided for qualified Products. Products not supplied or qualified by Keysight and Products for which Customer does not allow Keysight to incorporate engineering improvements will be considered nonqualified devices. Customer is responsible for removing nonqualified devices to allow Keysight to service the qualified Products. If performance of services is made more difficult or impaired because of a nonqualified device, Keysight will charge Customer for the increased efforts at Keysight's standard service rates.

g) **Material not covered**. Keysight is only responsible for service of qualified Products under this Agreement. Customer acknowledges that Keysight will not be responsible for the security, protection or safe return of information, data, software, packaging or other materials that may be provided by Customer together with qualified Products sent to Keysight but are not subject to service under this Agreement. Customer understands that it has the responsibility to remove, back-up or take precautions with respect to such materials and information.

4. CUSTOMER RESPONSIBILITIES

a) **Preparation.** Customer is responsible for performing the following functions prior to having a Product returned for service:

i. Perform all steps for self-test and trouble-shooting specified in the operating manual for the Product.

ii. Provide in writing the model number, serial number, current failure symptoms, pertinent failure history, service agreement number, and return address.

iii. Unless the Product will be delivered and picked up in person by Customer:

- Package the Product carefully in the original shipping carton or a proper shipping carton.
- Ship the Product freight pre-paid and properly insured to the designated Keysight Customer Service Center.

b) **Data Reconstruction**. Customer is responsible for maintaining a procedure external to the Products for reconstruction of lost or altered files, data or programs.

c) **Use of Keysight Infoline.** Customer will use its reasonable efforts to utilize Keysight's Infoline (www.keysight.com/find/service) to request service for return to Keysight calibration or repair. Infoline is an online access portal into Keysight's repair and calibration service system. Its purpose is to enable customers to check progress of equipment being serviced, whether equipment is due for calibration, download a calibration certificate, etc. This service is provided free of charge. For terms of use, please see http://www.keysight.com/find/termsofuse.

5. INVOICE TERMS AND EARLY TERMINATION

a) **Invoice Terms:** Invoicing will commence at the start of this agreement, at a frequency agreed in the quote, and will be independent of the timing of the delivery of any repair service.

b) **Termination & Refunds:** Upon sixty (60) days written notice, Customer may terminate coverage for Services under this Exhibit early. Termination charges or refunds will be as indicated below:

i. Customer will receive a refund prorated over the term of the Service agreement.

ii. Cancellation charges are not applicable for cases when End-of-Support products covered under the agreement need to be cancelled from the agreement due to equipment failure and the products cannot be repaired and calibrated.

KEYSIGHT TECHNOLOGIES

AMERICAS PER INCIDENT SUPPLEMENTAL TERMS (US) **Exhibit SSUPI**

1. REPAIR

a) **STREP (Standard Repair Price):** Prices quoted herein are Standard Repair (STREP) prices. Keysight Technologies, Inc. (Keysight) reserves the right to determine which Products qualify for STREP pricing. STREP pricing does not apply to Products that have a malfunction caused by unauthorized changes to the unit, improper use outside the Product's specification, abuse, misuse, accidental damage, or acts of nature. Keysight will advise Customer if the Product does not qualify for STREP pricing and provide Customer with a revised quotation (based on time and materials) to repair the Product.

b) **Non-STREP (Time and Materials):** Products sent to Keysight for service that does not qualify for the STREP price as quoted herein will be subject to the standard technical evaluation charge if repairs are not authorized by Customer. Failure to accept the quote within the validity period will be considered a quote rejection and the Products will be returned to Customer. Customer will also pay shipping and handling charges for return shipment whether the quote is accepted or rejected.

c) **Repair Service with No Trouble Found:** Products sent in for repair (STREP or Time and Materials) that are found to be in good operating condition (No Trouble Found) are subject to the standard technical evaluation fee plus shipping and handling charges for return shipment.

d) **Technical Evaluation and Calibration with No Trouble Found:** Products sent to Keysight for a Technical Evaluation with an external standards based calibration (such as Z540 Calibration or Accredited Calibration) and are found to be in good operating condition (No Trouble Found) are subject to the standard technical evaluation fee plus 100% of the applicable calibration charge plus shipping and handling charges for return shipment.

e) **End Of Support (EOS):** Keysight will issue a repair quotation for a Product beyond its End of Support date only if Keysight has local repair capability and replacement parts are available. Quote is based on Time and Material. If Keysight does not issue a repair quotation or the Customer rejects the issued quote, the Customer will pay the standard technical evaluation fee plus shipping and handling charges for return shipment.

f) **End Of Support (EOS) Technical Evaluation and Calibration:** EOS Products sent to Keysight for a Technical Evaluation with an external standards based calibration (such as Z540 Calibration or Accredited Calibration) and Keysight does not issue a repair quote are subject to the standard technical evaluation fee plus 50% of the applicable calibration charge plus shipping and handling charges for return shipment.

2. PER INCIDENT REPAIR SERVICE WARRANTY

a) Keysight will repair, at no charge, any subsequent failure of any Product repaired by a Keysight Service Center provided Customer notifies Keysight of such failure within ninety (90) days from the shipment date of that Product from the Keysight Service Center. Keysight repair service warranty includes all labor charges, parts and materials necessary to return the Product to a good operating condition.

b) For instrument models that are beyond their respective End Of Support (EOS) dates, Keysight will repair at no charge any failure of the part or parts replaced in the first repair service for a period of ninety (90) days from the shipment date of that instrument from the Keysight Service Center.

c) The repair service warranty in Section 2.a) and 2.b) above does not cover the following:
   i. Product repairs where Keysight determined that the Product was in good operating condition (No Trouble Found);
   ii. Product repairs that only required simple part replacement (e.g. knob, foot, fuse, floppy drive, etc.);
   iii. Products that fail a calibration only service;
   iv. Technical evaluations;
   v. Products returned to the Customer as un-repaired;
   vi. Products that are beyond their respective End Of Support date where Keysight is unable to procure replacement parts needed to perform warranty repair services;
   vii. Products with broken calibration seals.

3. CALIBRATION

Products sent to Keysight for calibration that are determined by Keysight not to be in good operating condition will have a repair quote generated and sent to the Customer. If the repair quote is accepted, 1, 2 & 3 above apply as applicable. If the repair quote is rejected by the Customer, the unit will be returned and the Customer charged a fee in the amount of fifty (50%) percent of the calibration cost plus shipping and handling charges.

For EOS products sent to Keysight for calibration that are determined by Keysight not to be in good operating condition AND no repair quote can be issued, the unit will be returned and the Customer charged a fee in the amount of fifty (50%) percent of the applicable calibration price OR the standard technical evaluation fee, whichever is less, plus shipping and handling charges.

4. NEXT ON BENCH EMERGENCY SERVICE (EMRSP)

The EMRSP fee will be waived if Keysight fails to ship the Customer's Product by the acknowledged shipment date. Customer's failure to have the Product arrive at the Keysight Service Center by the mutually agreed to receive date will result in a day to day slip of the shipment date.

The EMRSP delivery service can be cancelled **ONLY** if the instrument has not yet been shipped from the Customer site.

KEYSIGHT TECHNOLOGIES

CONSULTING SERVICES TERMS AND CONDITIONS (Deliverables) Exhibit TM04

The purpose of these Consulting Services Terms and Conditions ("Terms") is to set forth the mutually agreeable terms and conditions under which Keysight Technologies, Inc. (“Keysight”) will perform Consulting Services and provide Deliverables according to the attached Statement of Work.

1. DEFINITIONS

a) "Change Order" means an agreed upon change or modification to the Deliverables, Consulting Services or other material aspect of the Statement of Work.

b) "Consulting Services" (sometimes referred to as "Work") means such activities as analysis, design, planning, development, consulting, implementation, education, training and project management as described in the attached Statement of Work. Consulting Services may also include other types of services described more specifically in the Statement of Work.

c) “Customer’s Personal Data” means Customer’s personal data or other personal data in Customer’s control, including but not limited to names, telephone numbers and e-mail addresses.

d) "Deliverable(s)" means the tangible result(s) of the Consulting Services provided by Keysight to Customer as described in the Statement of Work, and may include one or more copies of Software licensed in accordance with Section 8 of these Terms. Unless otherwise agreed, the term Deliverable(s) does not include custom hardware.

e) "Software" means one or more computer programs in object code format and related documentation provided to Customer as set forth in the Statement of Work.

f) "Statement of Work" means the document(s) (including the Keysight quotation) to which these Terms are attached and which describe a specific project, engagement or assignment ("Project") for which Keysight will provide Consulting Services to Customer.

2. KEYSIGHT OBLIGATIONS

a) Keysight will use reasonable commercial efforts to perform the Consulting Services and provide the Deliverables specifically described in the Statement of Work in accordance with these Terms. The Statement of Work should address at least the following areas: Project description; scope of Consulting Services; nature of Deliverables; price, payment and delivery schedules; acceptance criteria; and Project representatives. Consulting Services for training activities (“Training Consulting Services”) will be provided in accordance with Keysight published training course descriptions, requirements and delivery schedules, unless otherwise agreed in the Statement of Work.

b) Unless otherwise agreed in the Statement of Work, Consulting Services will be performed during Keysight's normal business hours.

c) Keysight will use reasonable commercial efforts to provide the Deliverables and perform the Consulting Services in accordance with the delivery schedule specified in the Statement of Work. If no delivery schedule is specified, Keysight will perform Consulting Services and provide Deliverables subject to Keysight personnel or equipment availability.

d) Keysight may select qualified and reputable subcontractors to perform Consulting Services and/or provide Deliverables.

e) Keysight will appoint a representative to supervise and coordinate Keysight's performance of Consulting Services. Keysight may change its representative at any time upon written notice to Customer.

f) Unless otherwise agreed in the Statement of Work, Keysight is not responsible for providing support for any Deliverables.

3. CUSTOMER OBLIGATIONS

a) Customer will comply in a timely manner with the general obligations specified below together with any specific Customer obligations described in the Statement of Work.

b) Customer acknowledges that Keysight's ability to deliver the Consulting Services is dependent upon Customer's full and timely cooperation with Keysight, as well as the accuracy and completeness of any information and data Customer provides to Keysight. Therefore, Customer will:

1) provide Keysight with access to, and use of, all information, data, documentation, computer time, facilities, working space and office services deemed necessary by Keysight; and

2) appoint a representative who will provide professional and prompt liaison with Keysight, have the necessary expertise and authority to commit Customer, and meet with the Keysight representative at agreed upon intervals.

c) Customer will be responsible for maintaining an external procedure for reconstruction of lost or altered files, data or programs to the extent deemed necessary by Customer, and for actually reconstructing any such materials.

d) In the event the delivery schedule specified in the Statement of Work is delayed for reasons attributable to Customer, Keysight may adjust the affected delivery schedule accordingly.

e) Customer will be responsible at all times for the supervision, management and control of the Deliverables and any results obtained from the Deliverables, including without limitation all responsibility for maintenance of proper machine configuration, audit controls, operating methods, error detection and recovery procedures, back-up plans, security, insurance, maintenance and all other activities necessary to enable Customer to use the Deliverables.

f) Unless otherwise set forth in the Statement of Work, Customer will be responsible for obtaining all applicable permits, licenses, zoning approvals, etc. that may be required for a particular Project.

4. PRICE AND PAYMENT

a) Prices for Consulting Services and Deliverables will be specified in the Statement of Work. Prices are valid for the period indicated on the quotation. Prices include all materials and labor expenses, but do not include any sales, value added or similar taxes, or customs duties. Such taxes and duties, when applicable, will be added to Keysight 's invoices.

b) Keysight will issue invoices in accordance with the payment schedule specified in the Statement of Work. Unless otherwise indicated in the Statement of Work, charges for travel expenses may be invoiced separately. Customer will pay all invoices within thirty (30) days from the date of invoice. Keysight may change credit terms at any time should Customer's financial condition or previous payment record so warrant.

c) Keysight may discontinue performance if Customer fails to pay any sum due, or fails to perform under these Terms if, after ten (10) days written notice, the failure has not been cured.

5. CHANGE ORDERS AND ORDER CANCELLATION

a) All Change Orders must be in writing, and set forth the details of the modification and any adjustments to the price, delivery schedule, payment schedule, Consulting Services, and acceptance tests and criteria.

b) All Change Orders must be mutually agreed by the parties in writing. Pending such agreement, Keysight will continue to perform and be paid as if such Change Order had not been requested or recommended, provided that if either party proposes a Change Order which, in Keysight 's judgment, represents a material change in the Consulting Services or Deliverables and such Change Order remains outstanding for thirty (30) days or is rejected by Customer, Keysight will have the right to terminate these Terms pursuant to Section 12(b)(2) below.

c) Unless otherwise agreed in the Statement of Work, Customer may cancel Consulting Services by providing written notice of cancellation to Keysight as follows:

1) Consulting Services other than Training Consulting Services: Customer may cancel Consulting Services (other than Training Consulting Services) at no charge by providing Keysight with written notice of cancellation at least ten (10) business days before Work is scheduled to commence. Otherwise, Customer will pay cancellation charges as follows:

(a) If Customer cancels Consulting Services less than ten (10) business days before Work is scheduled to commence, Customer will pay fifty percent (50%) of the total amount that would have been due pursuant to the Statement of Work.

(b) If Customer cancels Consulting Services after Keysight has commenced Work, Customer will pay: i) for all Work performed, and charges and expenses that Keysight incurred before receiving Customer's notice of cancellation; and ii) fifty percent (50%) of the remaining amount that would have been due pursuant to the Statement of Work.

2) Training Consulting Services: Customer may cancel Training Consulting Services by providing Keysight with written notice of cancellation at least ten (10) business days before training is scheduled to commence. Otherwise, Customer will pay cancellation charges as follows:

(a) If Customer cancels Training Consulting Services less than ten (10) business days before training is scheduled to commence, Customer will pay a cancellation charge of fifty percent (50%) of the total amount that would have been due pursuant to the Statement of Work.

(b) If Customer cancels Training Consulting Services on the date that training is scheduled to commence, or fails to attend training without providing notice of cancellation, Customer will pay the total amount that would have been due pursuant to the Statement of Work.

d) Keysight reserves the right to cancel Training Consulting Services by providing Customer written notice of cancellation at least ten (10) business days before training is scheduled to commence. Keysight will refund any prepayments made by Customer for such Training Consulting Services, which will constitute Customer's sole and exclusive remedy for Keysight's cancellation. Keysight will use reasonable commercial efforts to provide Customer with priority status for subsequent Training Consulting Services.

6. ACCEPTANCE

a) Acceptance of Deliverables will occur upon the earlier of:

1) the date Keysight demonstrates to Customer, by the successful completion of acceptance tests or otherwise, that the Deliverables substantially conform to the acceptance criteria specified in the Statement of Work; or

2) the date that Customer uses the Deliverables for any purpose other than performing acceptance tests. Acceptance of Consulting Services will occur upon Keysight's performance of such Consulting Services. Correction of any non-conformance will be performed pursuant to Sections 7(d) and 7(e) below.

b) Acceptance will not be delayed for any minor non-conformance with the requirements specified in the Statement of Work. Following acceptance, Keysight will use reasonable commercial efforts to correct any minor non-conformance that appears during acceptance testing.

c) If acceptance testing is delayed for reasons attributable to Customer, acceptance will be deemed to occur on the tenth (10^{th}) day after notice by Keysight that the Deliverable is ready for acceptance testing.

7. WARRANTIES

a) Keysight warrants that Consulting Services will be provided in a professional and workmanlike manner. Keysight will re-perform any Consulting Services not performed in accordance with the foregoing warranty, provided that Keysight receives notice from Customer within thirty (30) days after such Consulting Services were performed.

b) Keysight warrants that Deliverables will substantially conform to the acceptance criteria specified in the Statement of Work for a period of ninety (90) days from the date of acceptance.

c) Keysight does not warrant that the operation of Deliverables will be uninterrupted or error free or conform to any reliability or performance standards beyond those specified in the acceptance criteria. Keysight also does not warrant that Deliverables will be compatible with future Keysight products or those of other vendors.

d) If Keysight receives notice during the warranty period of any substantial non-conformance with the acceptance criteria that materially impairs the functioning of a Deliverable, Keysight will, at its option, either correct such non-conformance or provide a work-around which substantially remedies the non-conformance.

e) If Keysight is unable within a reasonable time to comply with the foregoing obligations, Keysight will refund a reasonable portion of the price stated in the Statement of Work upon prompt return of the affected Deliverable to Keysight, or delivery to Keysight of proof of the destruction of the affected Deliverable.

f) The above warranties will not apply in the event of deemed acceptance under Sections 6(a)(2) or 6(c) above, or to defects or non-conformances resulting from improper or inadequate maintenance, site preparation, installation, repair or calibration performed by Customer or a third party not authorized by Keysight; Customer or third party supplied hardware or software, interfacing, or supplies; unauthorized modification; improper use or operation of Deliverables or any portion thereof, or Customer's failure to comply with the applicable environmental specification; abuse, negligence or accident.

g) THE ABOVE WARRANTIES ARE EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. KEYSIGHT SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. LICENSES TO DELIVERABLES

a) Unless otherwise agreed in writing, when Keysight supplies Customer with a Deliverable that in whole or in part consists of Software (sometimes referred to in Sections 8 and 9 as a "Software Deliverable"), such Software Deliverable will be supplied in object code form only.

b) Upon Customer acceptance of a Deliverable, Keysight grants Customer a non-exclusive, worldwide, perpetual license to use such Deliverable for its own internal business purposes. Customer's license confers no title or ownership in the Deliverable and no rights in any associated Software Deliverable source code, and will not be construed as a sale of any rights in the Deliverable or the media on which it is recorded or printed.

c) Customer's license is transferable upon Keysight's receipt of the name, address and location of transferee and payment of any applicable fees to the extent permissible under local laws. Customer will immediately upon transfer deliver all copies of the Software to the transferee. The transferee must agree in writing to Keysight's Software license terms. In addition, Customer's license terms will be binding on involuntary transferees, notice of which is hereby given. Customer's license will automatically terminate upon transfer.

d) Absent prior written authorization from Keysight, Customer may only make copies of Deliverables for archival purposes, or when copying is an essential step in the authorized use of a Software Deliverable on a backup controller, processor or other hardware device. Customer will label each copy of Deliverables made under this Section 8(d) with the copyright notice that appears on the original.

e) The Software Deliverable is owned and copyrighted by Keysight or its third party suppliers. Keysight and its third party suppliers retain all right, title and interest, including copyrights, in the Software Deliverables. Third party suppliers may protect their rights in the Software Deliverables in the event of any violation of these license terms.

f) Customer's license does not include the right to updates, upgrades or other enhancements to a Deliverable.

g) Customer will not disassemble or otherwise modify any Software Deliverable without written authorization from Keysight, except as permitted by law. Customer may not copy the Software Deliverable onto any public or distributed network.

h) Keysight may terminate Customer's license in any Deliverables upon notice for breach of these Terms. Customer must destroy all copies of the Software Deliverable immediately upon notice of termination.

i) Software and technical data rights granted to the federal government include only those rights customarily provided to end user Customers. Keysight provides this customary commercial license in Software and technical data pursuant to FAR 12.211 (Technical Data) and 12.212 (Computer Software) and, for the Department of Defense, DFARS 252.227-7015 (Technical Data – Commercial Items) and DFARS 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation).

9. INTELLECTUAL PROPERTY RIGHTS

a) Subject to the licenses provided in these Terms, each party will retain all copyrights, trade secrets, trademarks and other intellectual property rights in its pre-existing intellectual property.

b) Customer grants Keysight a non-exclusive, worldwide, royalty-free license to use, copy, make derivative works of, distribute, display, disclose, perform and transmit Customer's pre-existing copyrighted works or other intellectual property rights necessary for Keysight to perform its obligations under these Terms. To the extent any of Customer's pre-existing intellectual property is incorporated within any Deliverable, Customer grants to Keysight a non-exclusive, worldwide, perpetual, non-cancelable, royalty-free, transferable license to make, have made, sell, offer for sale, copy, make derivative works of, distribute, display, disclose, perform, import and sublicense such pre-existing intellectual property.

c) Keysight will own all copyrights, patents, trade secrets, trademarks and other intellectual property rights, title and interest in or pertaining to all Works (including computer programs, Deliverables and Software Deliverables) developed for purposes of these Terms.

10. LIMITATION OF LIABILITY AND REMEDIES

a) In no event will Keysight, its subcontractors or suppliers be liable for special, incidental, indirect or consequential damages (including downtime costs, loss of data, restoration costs, lost profits, or cost of cover) regardless of whether such claims are based on contract, tort, warranty or any other legal theory, even if advised of the possibility of such damages. This exclusion is independent of any remedy set forth in these Terms.

b) To the extent that limitation of liability is permitted by law, Keysight's liability to Customer is limited to US $1,000,000 or the amounts paid to Keysight under these Terms, whichever is less, except that Keysight's obligation to make warranty refunds under Section 7(e) is limited to the amount paid for the non-conforming Deliverable.

c) The limitations set forth in Sections 10(a) and 10(b) above will not apply to damages for bodily injury or death.

d) The remedies in these Terms are Customer's sole and exclusive remedies.

11. CONFIDENTIAL INFORMATION

Keysight and Customer agree that all information exchanged between them is not confidential unless they have entered into a separate confidential disclosure agreement.

12. TERM AND TERMINATION

a) These Terms will commence on the effective date of the Statement of Work and will continue (unless terminated earlier) until both parties have fulfilled all of their obligations, including warranty obligations.

b) These Terms may be terminated immediately upon notice in writing:

1) by either party if the other party is in material breach of any of its obligations hereunder and fails to remedy such breach within thirty (30) days of receipt of a written notice by the other party which specifies the material breach or

2) by Keysight, in the absence of mutual agreement regarding a Change Order which represents a material change under Section 5(b), or if Customer fails to pay any sums due under these Terms within the time period specified in Section 4(c).

c) The Terms will terminate automatically if either party is subject to a voluntary or involuntary bankruptcy petition, becomes insolvent, is unable to pay its debts as they become due, ceases to do business as a going concern, makes an offer or assignment or compromise for the benefit of creditors, or there is a substantial cessation of its regular course of business, or a receiver or trustee is appointed for such party's assets.

d) Except as provided above in Section 5, upon termination of these Terms, Customer will pay Keysight for all Work performed and charges and expenses incurred by Keysight up to the date of termination, and Customer will receive all Work in progress for which Customer has paid. Should the sum of such amounts be less than any advance payment received by Keysight, Keysight will refund the difference within thirty (30) days of receipt of an invoice from Customer.

e) Provisions herein which by their nature extend beyond the term of this agreement will remain in effect until fulfilled.

13. GENERAL

a) These Terms do not cover standard Keysight hardware and software products sold or licensed to Customer. Any such transactions will be governed by the terms of Customer's Keysight purchase agreement or, in the absence of a signed purchase agreement, Keysight Terms of Sale.

b) Keysight and any of its subcontractors will, when at the Customer's site, conduct their activities so that their equipment, working conditions and methods are safe and without risk to health for their own and Customer's employees as well as for any other users of the Customer's site.

c) Keysight may provide the same or similar Consulting Services and Deliverables to other customers.

d) Nothing contained in these Terms will be construed as creating a joint venture, partnership or employment relationship between the parties hereto, nor will either party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other.

e) Customer may not assign or transfer this agreement without Keysight's prior written consent. Any attempted assignment or transfer without such consent will be void.

f) Customer who exports, re-exports or imports Deliverables, technology or technical data purchased hereunder assumes responsibility for complying with applicable U.S. and other laws and regulations, and for obtaining required export and import authorizations. Customer will comply with U.S. and other laws and regulations prohibiting transfers, exports and re-exports to certain end-users and destinations or for certain end-uses, unless written authorization is obtained from the appropriate government. Keysight may suspend performance if Customer is in violation of applicable laws or regulations.

g) For Consulting Services performed at Customer's site, Customer is responsible for screening all employees and other individuals who may receive technology or technical data from Keysight under U.S. export control laws, and for determining whether any such person is a) not a U.S. person as defined under the Export Administration Regulations (e.g., U.S. citizen, U.S. legal permanent resident); b) on the Denied Person's List, Specially Designated Nationals and Blocked Persons List, or any other list published by the U.S. Government (collectively "Lists of Designated Parties"). Customer will notify Keysight in writing prior to Keysight's arrival at the Customer site if any employee or individual is not a U.S. person or is on any of the Lists of Designated Parties. Customer agrees to indemnify and hold harmless Keysight and its subcontractors from all loss, damage, expense or liability that may arise out of any breach in this section.

h) Neither party will be liable for performance delays or for non-performance due to causes beyond its reasonable control.

i) All notices required under or regarding these Terms will be in writing and will be considered given upon personal delivery of a written notice to the Keysight representative or Customer representative designated in the Statement of Work, or within five (5) days of mailing, postage prepaid and appropriately addressed.

j) Neither party's failure to exercise any of its rights under these Terms will be deemed a waiver or forfeiture of those rights.

k) To the extent that any provision of these Terms is determined to be illegal or unenforceable, the remainder of these Terms will remain in full force and effect.

l) The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms.

m) Disputes arising in connection with these Terms will be governed by the laws of the State of California.

n) Keysight will store and use any of Customer's Personal Data in accordance with Keysight's privacy practices, which are available upon request or from www.keysight.com/go/privacy – Privacy Statement. Keysight will not sell, rent or lease Customer's Personal Data to others. Customer agrees that Keysight may forward Customer's Personal Data to other Keysight entities or business partners (including agents, resellers and subcontractors) solely to conduct business activities, including communication with third parties (such as the handling of orders, advertising campaigns or market research). Customer agrees that Keysight and its entities may store and use Customer's Personal Data in all countries where Keysight and its entities do business. Customer represents and Keysight acknowledges Customer's representation that consent from individual data subjects has been obtained or is not needed.

o) Deliverables are not specifically designed, manufactured or intended for sale as parts, components or assemblies for the planning, construction, maintenance or direct operation of a nuclear facility. Customer is solely liable if Deliverables purchased by Customer are

used for these applications. Customer will indemnify and hold Keysight harmless from all loss, damage, expense or liability in connection with such use.

p) In the event of conflict between the provisions of these Terms and the Statement of Work, the provisions of these Terms will to the extent of such conflict take precedence.

q) These Terms and the Statement of Work constitute the entire agreement between Keysight and Customer, and supersede any previous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of these Terms. Customer's additional or different terms and conditions will not apply. Customer's order will constitute Customer's acceptance of these Terms, which may not be changed except by an amendment signed by an authorized representative of each party.

KEYSIGHT EXTENDED SUPPORT SERVICE OPTIONS Exhibit WX

This Exhibit WX ("Exhibit") is attached to and made a part of Keysight Agreement No. _____ ("Agreement"). The Keysight Extended Support Service options ("Services") described in this Exhibit consist of repair and calibration services designed to maximize uptime and extend the Product's useful life. These Services are only available for purchase at the time of Product sale. All Service orders will be subject to the terms and conditions provisions as set forth below. In case of conflict between the terms of the Agreement and the provisions of this Exhibit, the latter will prevail. Except as expressly modified herein, all terms and conditions of the Agreement remain in full force and effect.

1. SERVICES INCLUDED

a) GENERAL

1. Keysight Technologies ("Keysight") will perform preventive maintenance Services such as cleaning, lubricating, inspecting and testing during repair or calibration Service on covered Products. Keysight may install factory-specified engineering improvements and modifications at the time of repair. When parts are replaced, replacement parts are new or the equivalent of new parts. Removed and replaced parts become the property of Keysight.

2. Turnaround time for completion of these Services will be determined in accordance with the schedule time as set by the designated Keysight Customer Service Center responsible for the Products. Turnaround time is measured in elapsed days from the time the Products are received at the designated Keysight Customer Service Center until return shipment. Additional turnaround time will be required for instances of intermittent Product failures or if Product(s) must be sent by Keysight to another Keysight Customer Service Center.

3. Unless otherwise indicated on the quotation, Keysight will return, at no charge, covered Products to the Customer using standard shipping methods. Other shipment methods requested by Customer may be available for an additional fee.

b) AVAILABLE EXTENDED SUPPORT SERVICE OPTIONS

1. RETURN TO KEYSIGHT REPAIR. These options extend Keysight's standard Product warranty to a total of 3 or 5 years of Keysight Customer Return Repair service from date of the initial Product Delivery. Keysight will provide all labor, parts, technical phone support and materials necessary to maintain the Product covered under these options in good operating condition.

2. ON-SITE REPAIR. These options extend Keysight's standard Product warranty to a total of 3 or 5 years of next-day, on-site coverage from date of the initial Product Delivery. Keysight will provide all labor, parts, technical phone support and materials necessary to maintain the Product covered under these options in good operating condition at Customer's designated site during Keysight's normal business hours. After receipt of Customer's service request, Keysight will respond within the next Keysight working day. Keysight may elect under certain conditions to send the Product to the nearest Keysight Customer Service Center for expedited service and return.

3. COOPERATIVE and SYSTEM UPTIME 3 STAR REMOTE SERVICE FOR SELF-MAINTAINERS.

(a) COOPERATIVE SERVICE FOR SELF-MAINTAINERS. These options extend Keysight's standard Product warranty to a total of 3 or 5 years of "8x5" Cooperative service (with parts) coverage from date of the initial Product Delivery

(b) SYSTEM UPTIME 3 STAR REMOTE SERVICE FOR SELF-MAINTAINERS. These options extend Keysight's standard Product warranty to a total of 3 or 5 year of System Uptime 3 Star Remote service. Possible upgrades from 3 Star Remote to a higher level of Service are only available on designated Products.

4. RETURN TO KEYSIGHT CALIBRATION. These options provide 3 or 5 years of Return to Keysight Calibration service from the date of initial Product Delivery. This coverage includes:

(a) Calibration at Keysight's recommended calibration interval, as well as calibration after a required repair performed by Keysight. All returned Products will meet Keysight's calibration specifications;

(b) Depending on the calibration service provided, Keysight will verify the Product meets published specifications. Keysight will adjust the Product as necessary to bring it within specification;

(c) Keysight will offer to perform any necessary repairs under prepaid repair coverage or at Keysight's standard service rates prior to completing the calibration;

(d) Keysight will place a calibration sticker on the serviced Product;

(e) Keysight will furnish a calibration certificate and a data report stating measured Product performance after completion of any adjustments; and

(f) All Keysight calibrations are traceable to the appropriate national standards organization.

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The Customer is responsible for scheduling calibrations and shipping the Product to Keysight at Keysight's recommended calibration interval. In the event that Keysight performs an unscheduled calibration following Product repair, the Customer has the choice of adjusting the schedule accordingly or maintaining the original calibration schedule. Adjusting the original calibration schedule does not extend the 3 or 5 year coverage period.

5. RETURN TO KEYSIGHT STANDARDS BASED CALIBRATIONS. These options provide 3 and 5 years of Z540 and 17025 return to Keysight Calibration service from date of the initial Product delivery. Z540 and 17025 Calibrations comply with MIL-STD-45662, Z540, AQAP-6, 17025 and other standards. Keysight will furnish Product performance data recorded prior to any necessary Product adjustments and or repairs to the extent possible and a calibration certificate attesting the compliance with the appropriate standard. Keysight will notify the Customer in writing when the test equipment used to calibrate Customer's Product has been found to have any significantly out-of-tolerance condition such that Customer's Product may be in nonconformance. Should Customer's Product, in Keysight's evaluation, be affected by a significantly out-of-tolerance condition of Keysight test equipment, Keysight will offer to recalibrate the affected Product at no charge. This coverage includes scheduled calibration at Keysight's recommended calibration interval, as well as calibration after a required repair performed by Keysight.

TABLE 1 –total number of scheduled calibrations Customer is entitled to receive following initial Product Delivery if 3 year extended support service option is purchased.

Table 1. Scheduled Calibrations: 3 year options

Product Calibration Interval	Year 1	Year 2	Year 3
12 Months	0	1	1
6 Months	1	2	2
4 Months	2	3	3
3 Months	3	4	4

TABLE 2 –total number of scheduled calibrations Customer is entitled to receive following initial Product Delivery if 5 year extended support service option is purchased.

Table 2. Scheduled Calibrations: 5 year options

Product Calibration Interval	Year 1	Year 2	Year 3	Year 4	Year 5
24 Months	0	1	0	1	0
12 Months	0	1	1	1	1
6 Months	1	2	2	2	2
4 Months	2	3	3	3	3
3 Months	3	4	4	4	4

2. CANCELLATION

Customer may cancel a Services order by providing written notice of cancellation to Keysight as follows:

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KEYSIGHT EXTENDED SUPPORT SERVICE OPTIONS Exhibit WX

a) Extended Support Service Repair options: Upon sixty (60) days written notice, Customer may cancel this Service. Customer will receive a refund that is prorated over the term of the Service.

b) Extended Support Service Calibration options: If no Services have been delivered, Customer may cancel this Service and will be entitled to a refund of the amount paid less a US $200 fee. For Services that have been partially delivered (ex. 1 of 2 scheduled calibrations delivered), the Customer will pay for the Service delivered plus a US $200 fee. Customer may not cancel this Service if Keysight has completely performed all required calibrations.

3. ELIGIBLE PRODUCTS

Keysight reserves the right to determine which Products are eligible for coverage.

4. CUSTOMER RESPONSIBILITIES

a) DIAGNOSTIC PROGRAMS. The Customer is responsible for running Keysight-supplied diagnostic programs, if applicable, before having a Product serviced under Extended Support Service Options.

b) SHIPPING & HANDLING. For return to Keysight options, the Customer is responsible for:

1. Packaging the Product carefully in the original shipping carton or a proper shipping carton;

2. Shipping the Product freight prepaid to the designated Keysight Customer Service Center; and

3. Providing a written description of the failure symptoms.

c) ACCESS. For on-site options, the Customer is responsible for providing access to the Product.

d) REMOTE SERVICE. For on-site options, if remote Service is available, the Customer will allow Keysight to keep diagnostic and maintenance programs resident on Customer's system or site for the exclusive purpose of performing diagnostics and repair. The Customer has no ownership interest in this software provided by Keysight. Keysight may remove these programs and any Keysight-loaned equipment upon termination of coverage. Customer's system must be configured to permit access. For Keysight to provide remote Service, the Customer must allow Keysight remote access to eligible Keysight systems using the appropriate protocol and method supported by that system. The Customer must provide the necessary equipment designated for that protocol and method of communication to provide remote access to the eligible Keysight system. Keysight will advise the Customer what is required at the time of installation.

5. TERM

Repair coverage will begin the day following the Product's warranty expiration date. Calibration coverage will begin the day of initial Product Delivery. Services will continue until the end of the coverage period ordered.